

AGREEMENT BETWEEN PENNSYLVANIA ASSOCIATION OF STAFF NURSES AND ALLIED PROFESSIONALS (PASNAP) AND PASNAP STAFF UNION (PSU), AN AFFILIATE OF THE WASHINGTON-BALTIMORE NEWSPAPER GUILD LOCAL 32035, THE NEWSPAPER GUILD-COMMUNICATION WORKERS OF AMERICA

PREAMBLE

This Agreement is made on August 21, 2024 by and between Pennsylvania Association of Staff Nurses and Allied Professionals (hereinafter referred to as PASNAP) and the PASNAP Staff Union, an affiliate of the Washington-Baltimore Newspaper Guild Local 32035, the Newspaper Guild-Communications Workers of America (hereinafter referred to as PSU/Union). The parties agree that in jointly establishing the terms of our employment with the union PASNAP, we recognize that staff and elected leadership of the union share a responsibility to promote a progressive vision of the union not as a business entity but as a democratic, disciplined and dynamic organization capable of winning in frequently challenging environments.

This agreement is intended to contribute to the fulfillment of those responsibilities. Therefore, the parties agree to the following:

ARTICLE 1. RECOGNITION

Section 1. PSU is recognized as the exclusive representative for collective bargaining purposes for all permanent staff of PASNAP including: Staff Representatives, Organizers, Senior Organizers, Senior Staff Representatives, Political Organizers, Communication Specialist, Educator, Administrative Support/Office Coordination, and all other nonsupervisory, non-managerial employees.

Section 2. PASNAP may employ temporary employees directly if needed for supplemental work. Such temporary employees will be hired for specific, designated work, for a period of no longer than six months within a rolling calendar year, upon which the temporary employee's status will be evaluated to determine if their status should become permanent or extended for a specific duration, purpose or terminated.

ARTICLE 2. UNION SECURITY

Section 1. All staff represented by the bargaining unit shall, as a condition of continued employment, consistent with the U.S. Supreme Court's decision in *CWA v. Beck* and its progeny, maintain his/her membership in PSU.

Section 2. PASNAP agrees to deduct PSU semi-monthly membership dues from the pay of those staff who individually request by a voluntary written authorization form that such

deductions be made. PASNAP shall provide PSU with monthly reports of deductions made from the wages of bargaining unit members for the preceding month, with a list of all employees from whom deductions have been made.

Section 3. Upon provision of a voluntary deduction form to PASNAP, employees may elect to contribute an amount specified by the employee to the PASNAP political action fund.

ARTICLE 3. NON-DISCRIMINATION

Section 1. PASNAP agrees not to discriminate against any employee because of race; color; national origin; religious affiliation; gender identity; sex; sexual orientation; age; disability; union activity; political affiliation, provided that the employee does not represent his or her political beliefs or affiliations as being those of PASNAP or purports to speak on PASNAP's behalf without authorization in doing so, and that the employee participates fully in PASNAP's political program; marital status, to the extent that PASNAP's Conflict of Interest policy is adhered to; or parental status. PASNAP management expressly commits that policies developed will incorporate this article. PASNAP and PSU jointly recognize that this non discrimination clause applies both in cases of disparate impact and disparate treatment.

ARTICLE 4. MANAGEMENT RIGHTS

Section 1. The legal responsibility of management of PASNAP and compliance with the legal requirements which permit its effective function is vested in the Executive Officers and Executive Board of the organization. It may, be delegated to the Executive Director, or other employees as the Board sees fit, hereafter referenced as "Leadership". To the extent not inconsistent with the express provisions of this agreement, the Executive Board of PASNAP and/or its designees retains the right to hire, fire, layoff, recall, reduce hours, discipline, discharge, demote, promote, assign, transfer and to direct all working forces; to discontinue, reorganize or combine any department or operation; and to make, revise or modify job duties or positions and create policies. The Leadership also retains all rights to schedule hours of work and time off; the right to promulgate rules, and policies and to exercise all other customary functions of operating a labor organization. PASNAP will not be arbitrary or capricious in the exercise of these rights.

Section 2. Matters of collective bargaining import not covered by this agreement may, during the life of the agreement, be addressed by mutual agreement.

ARTICLE 5. PROBATION AND EVALUATIONS

Section 1. Newly hired clerical, administrative support or bookkeeping personnel shall be considered probationary for a period of ninety (90) days. All other newly hired personnel shall be considered probationary for a period of six (6) months. During the probationary period, the

just cause provisions only shall not apply to such probationary employees.

Section 2. Evaluations will be conducted every other month during the probation. Probation may be extended up to three months if warranted by the results of the final evaluation with agreement of the union. In the event the employee's probation is extended the employee and their supervisor shall meet to develop a three-month professional improvement plan.

- a. Employees shall receive an evaluation on or before July 1st of each year. If requested by the employee, an additional evaluation will be done on or before December 31st.
- b. Limitations on use of performance evaluations. Evaluations shall not be subject to the Grievance process in this agreement. Evaluations shall not be used for any progressive disciplines.

ARTICLE 6. SENIORITY

Section 1. Seniority shall be defined as the length of continuous service in PASNAP and shall be credited from date of hire. A PSU member who terminates their employment by resignation and is rehired within one year of their resignation shall receive seniority credit for time actually worked prior to the break in service to be applied only to the following:

1. Salary and experience credit as defined in Article 21

Section 2. Job Posting. Employees will be notified via e-mail of all vacant or new bargaining unit or non-bargaining unit positions in a timely fashion. Employees may bid on any new or vacant position. Jobs will be posted externally for a minimum of four weeks or until the position is filled. To ensure diversity in hiring, PASNAP will follow the steps outlined in Side Letter A.

Section 3. In the event of a layoff, the following will occur:

1. Volunteers will be solicited.
2. All temporary positions within the job classification being laid off within the bargaining unit will be eliminated.
3. The least senior bargaining unit member in that job classification (e.g., Staff Representative, Organizer, Administrative Assistant, Membership Coordinator, Accounting Clerk) shall be laid off first.

PASNAP agrees to provide one month's notice of intention to lay off an employee, and shall provide health insurance per this agreement for the calendar month following the month in which the layoff takes effect.

Section 4. Recall shall take place on a seniority basis, the most senior being the first to be recalled. PASNAP will offer any new bargaining unit position to laid-off employees and if qualified, such employees will have preference for such position before any new employees are

hired. Employees shall have recall rights for one year, and shall have 7 days to accept a recall notice.

Section 5. Recall rights are not forfeited unless an employee refuses a recall to the same position from which they were laid off.

ARTICLE 7. SUCCESSORSHIP

Section 1. PASNAP agrees that no affiliation by PASNAP to any national or international union, or federation or coalition of unions, or any absorption of PASNAP into another union, will affect either the recognition of the PASNAP staff union as the exclusive bargaining agent of the union's staff, or the terms of this collective bargaining agreement. PASNAP will obtain written confirmation of this as a condition of any such combination.

ARTICLE 8. SOLIDARITY WITH OTHER UNIONS

Section 1. When there is a request by another union for staff assistance in another state on a particular project, volunteers possessing the relevant skills and experience among the staff shall be sought first. In the event there are no volunteers, organizers on the New Organizing staff may be assigned to the out of state project. If such organizers are engaged in an organizing campaign where a petition has been filed or where such a petition is imminent, other staff may be assigned to the out of state project in reverse order of seniority. Staff representatives shall not be assigned without the express approval of the Executive Board and assurance of coverage for normal operations of PASNAP as described under Article 17 "Vacation."

Section 2. When assigned to a project that requires continuous stay away from home, PASNAP staff shall be entitled to at least four days off every three weeks which shall be taken as a 4-day weekend unless special circumstances require otherwise. Additional time off may be granted depending on the conditions and the needs of the project. Unless covered by the inviting union, the expenses covered in the normal course of work shall be covered by PASNAP.

ARTICLE 9. LABOR RELATIONS

Section 1. PSU, management, and PASNAP President will make best efforts to meet monthly, but no less than quarterly, upon request of the Union PSU to discuss ways in which to better meet the goals of increasing power within existing locals, organizing new locals, building political strength, and other matters, including but not limited to those arising under the collective bargaining agreement. An agenda will be submitted by PSU

five days in advance of the meeting.

ARTICLE 10. GRIEVANCES & ARBITRATION

Section 1. A grievance shall be defined as any complaint, dispute, controversy or disagreement arising between the parties from an alleged violation or the interpretation of an express provision of this Agreement, and will be processed according to the following procedure and time tables:

Section 2. STEP ONE - Within twenty (20) calendar days of the alleged grievance the employee or employees affected shall present a written grievance to the Co-Executive Director(s). The Directors will have fifteen (15) calendar days to meet with the grievant(s) and a representative. If no satisfactory settlement is reached from this meeting the Co-Executive Director shall provide a written response to the grievant(s) within five (5) calendar days. If PASNAP files a grievance, it shall be heard at the first step by the PSU's liaisons. PSU shall have twenty (20) calendar days to meet (in-person or virtually) with PASNAP. PSU liaisons shall have ten (10) calendar days to issue a written response if no satisfactory settlement is reached.

Section 3. STEP TWO: The grievant(s) may submit a written grievance to the PASNAP Executive Committee or another sub-committee designated by the PASNAP Executive Board for such purposes within fifteen (15) calendar days of receiving the Executive Directors' response. The Grievance Committee shall then have twenty (20) calendar days to meet (or hold a conference call) with the Grievant(s) and a representative. If no satisfactory settlement is reached the committee shall have ten (10) calendar days to issue a written response. Within fifteen (15) calendar days of receiving a step 1 response, PASNAP may appeal to a Step 2 grievance hearing with the Executive Director of Washington-Baltimore News Guild, or his/her appointee, such as the WBNG Staff Representative assigned to PSU. The WBNG Executive Director, or his/her appointee, shall have ten (10) days to meet (in person or virtually) with PASNAP to discuss the grievance, and fifteen (15) days from the date of step 2 meeting to provide a written response.

Section 4. STEP THREE: If the PSU or PASNAP grievance is not satisfactorily settled, the matter may be appealed to an impartial Arbitrator within 30 days after receiving the step two response. The Arbitrator shall be selected in accordance with prevailing rules of the American Arbitration Association applicable to labor arbitration.

Section 5. Arbitration

(a) In the event that arbitration of a dispute becomes necessary, the parties will share the cost of the arbitration equally.

(b) The arbitrator shall be limited by the terms of this agreement. They shall have no power to add to, subtract from, modify, amend or in any way alter any of the terms of this agreement, or any side letters or amendments hereto.

(c) The aggrieved and any necessary witnesses after obtaining express permission from the Executive Director shall be permitted to spend reasonable amounts of time during normal work hours in the handling and resolving of grievances under the above procedure without loss of pay.

Section 6. If PASNAP or PSU fails to adhere to the timeline, the grievance will be forfeited.

ARTICLE 11. STAFFING AND ASSIGNMENTS

Section 1. PASNAP commits to making proactive efforts to develop and recruit a deep pool of qualified candidates for staff positions. PASNAP will conduct diversity, equity and inclusion training every 2 years; staff and the PASNAP leadership will make every effort to attend the training. Training provider will be determined by PASNAP leadership and staff.

Section 2. Field Staffing Levels. Recognizing that internal organizing and maintaining high standards on enforcing members' rights are critical to PASNAP's success, the parties agree to outline staffing standards necessary to achieve those goals. To ensure appropriate resources are dedicated to building internal structure and enforcing collective bargaining agreements, Staff Representative assignments will typically not exceed 800 members to each representative. Acuity will be taken into consideration in the determination of assignments, including but not limited to number of employers and/or locals, number of arbitrations and amount of litigation performed, geographic location and recency of organization with PASNAP.

a. For those Staff Representatives whose assignment is beyond 800, at least one year before the expiration of a contract, the Staff Representative, Local President, and appropriate Leadership and any Internal Organizer to be assigned to the contract campaign will discuss the needed resources to ensure a successful contract campaign. For Staff Representatives whose assignment is around 800, that meeting will take place at least nine months before contract expiration. The President of PASNAP will also be invited to participate in these conversations. Those resources will be applied no less than six months before the contract expires.

b. The parties recognize that pulling an organizer from her/his existing campaign, while

occasionally necessary, is disruptive. To the extent possible, such pulling will be avoided. In instances where pulling an organizer from an existing campaign becomes necessary, the team working on the campaign will receive as much notice as possible, no less than seven days. The parties will meet within two days of the notice to discuss the long-term staffing plan for the campaign with the goal of avoiding disruption on the organizing efforts.

- i. Assignments will be distributed equitably with regard to assignments at a distance from the organizer's home. New organizers will be given two weeks' notice before being sent to the field for a potentially long-term assignment.
- ii. New organizing staff will work with the organizing director or lead organizer to schedule days in the field outside of their home location. New organizing staff will not normally be expected to be away from home for more than 5 days at a time without a break of at least 2 consecutive days.

Section 3. Staffing for all departments should be set up in accordance with PASNAP's strategic plan.

Section 4. PASNAP will invest the necessary resources to effectuate the necessary training and orientation program developed within the Education Committee. Upon hiring of a new staff member, the staff union, newly hired staff, his or her preceptor and the formal leadership will meet to discuss the specific training program for that staff.

Section 5. The parties recognize that the growth of PASNAP requires additional staff in every department. To that end, PSU reserves the right to ask for assignment load evaluations for bargaining unit members in all departments to assess whether such staff require additional support. Management agrees to meet within fourteen (14) days of receipt of request from PSU of such assessment.

Section 6. The Co-Executive Director may, with the consent of the Executive Board, offer a "senior" designation to organizers, staff representatives, and CPR staff who have four (4) years of experience with PASNAP or seven (7) years of experience with another union or in combination with another union and PASNAP with at least 2 years of experience at PASNAP. Such a position shall receive an \$8,000 per year annual differential in addition to the negotiated salary. There shall be no limit to the number of staff obtaining the "senior" designation. "Senior" positions shall function as non-supervisory departmental support and shall have a reduced assignment in order to provide adequate training, mentorship, and assistance to their colleagues and to provide strategic support at the direction of departmental managers.

If PASNAP or PSU believes there is a need for additional "Senior" designations either side may request a meet and discuss to add additional designations.

ARTICLE 12. EDUCATION & DEVELOPMENT COMMITTEE

Section 1. PASNAP and PSU mutually recognize the need for ongoing, high-quality staff development programs which provide for staff's continued professional growth and ability to advance PASNAP's mission and vision.

Section 2. The Education and Development Committee: PASNAP and PSU shall each designate representatives to the committee, not to exceed four (4) from each party. The committee shall make best efforts to meet monthly, but no less than quarterly, and will be responsible for reviewing and evaluating any current staff development programs as well as planning and initiating new staff development programs and activities (including organizing trainings for staff and members).

Section 3. An orientation program shall be conducted and available to all newly-hired staff. The Education and Development committee will meet to review the orientation process, as well as developing a mentoring component to the orientation program for newly-hired staff.

ARTICLE 13. NO STRIKE/NO LOCKOUT

The parties agree that there will be neither strikes, sympathy strikes, slow-downs, work stoppages nor any lockouts for the duration of this agreement.

ARTICLE 14. DISCIPLINE AND DISCHARGE

Section 1. The Employer shall not discharge, suspend, or discipline any employee without just cause. The Employer will follow the principles of progressive discipline, and the following will be the steps of progressive discipline:

1. Verbal warning (documented)
2. First written warning
3. Second written warning
4. Final written warning/Suspension not to exceed 7 days
5. Termination

Section 2. Disciplinary action beyond a verbal warning shall not be taken without first holding an investigatory conference with the employee to determine the facts of the incident. Employees shall receive written notice of any investigatory or disciplinary meeting at least two (2) days in advance of such meeting, unless the employer and the Union agree to a shorter time frame. Progressive discipline will be followed for like offenses. PASNAP will not use multiple incidents during the same investigation to advance more than one level of progressive discipline.

Section 3. Employees shall have the right to be accompanied by a representative of the Union of their choosing at any disciplinary meeting. In the event that an employee is the subject of

an investigation, the employee shall have the right to be accompanied by a representative of the Union at an investigatory meeting. Employees shall receive a copy of any and all disciplinary actions placed in their file at the conclusion of any disciplinary meeting. Employees shall be permitted to submit a rebuttal in their file to any disciplinary action.

Section 4. When an employee has received a record of discipline, after 12 months the employer will remove such records, and all related memos and documents, from the Employee's personnel file as long as the Employee has not incurred any additional related discipline during the 12 month period.

Section 5. Bargaining unit employees may speak on all issues concerning their working conditions, and cannot be disciplined or marked down on evaluations as a result of their speech activity. Complaints from PASNAP members against any PSU member shall be first notified to said PSU member by their supervisor within 7 calendar days. If either the PSU member or their supervisor believes that such a complaint may rise to a discipline, they will notify PSU liaisons within the same 7 calendar day window. Such complaints shall first be put through the just culture process, followed by a meeting with PSU member and PSU liaisons prior to any disciplines. Any staff assignment changes resulting from such complaints need to be discussed with PSU at least 14 working days prior to implementation.

Section 6. Management can supersede the progressive disciplinary process only in the case of: gross misconduct, misuse of union assets or criminal violations. Nonviolent civil disobedience as part of a protest does not count as a criminal violation for the purposes of this article.

Section 7 Just Culture

(a) The parties agree that it is in the best interests of the bargaining unit and PASNAP to maintain operational efficiencies and address issues arising within the organization without the need for discipline. To that end, the parties recognize that the Just Culture community model has been demonstrated to have a positive impact on employee morale, while also having measurable improvements to the workplace. Accordingly, the parties agree to employ the Just Culture community model and incorporate its algorithm into the disciplinary procedure applicable to the bargaining unit.

(b) Grievances shall be scheduled for ninety (90) minutes.

(c) Prior to a Just Culture analysis, both management and the union representative will share with each other the relevant information in their possession. Management and the union will come to the Just Culture meeting in good faith and will not have determined the outcome of the result prior to going through the Just Culture algorithm during the meeting.

(d) In order to ensure a fair process for all members, management and the union will adhere to the following steps with regards to Just Culture:

1. Management will schedule an investigatory meeting with the member and their union representative.
 2. After the investigatory meeting is concluded, management will schedule the Just Culture meeting so that all parties can go through the algorithm together.
 3. If management requires further Just Culture analysis, and before a decision on discipline is made, the parties will continue to go through the algorithm together.
- (g) PASNAP will provide an annual Just Culture training course to all staff and leadership taught by a certified trainer either from PASNAP leadership or from Outcome Engenuity.

ARTICLE 15. RETIREMENT

Section 1. Retirement. PASNAP agrees to continue in effect the present-401(k) Profit Sharing Plan & Trust for the employees. This plan will be funded by PASNAP once a year at a contribution rate of 7% of gross annual compensation, effective upon date of hire. PASNAP employees can also defer tax on up to 90% of their annual income (limited by the IRS maximum contribution amount, \$23,000 for individuals under the age of 50 and \$30,500 for individuals age 50 and older in 2024) by contributing it to their 401(k) and receive a matching contribution of 1% to 4% depending on their contribution rate. The rate of matching contribution is explained by the table below:

Employee Contribution	Employer Contribution
1%	1%
2%	2%
3%	3%
4%	3.5 %
5%	4 %

Employees may also elect to make Roth contributions to this plan, which are done after-tax. These contributions are also limited by the figures above of 90% of salary and the IRS maximum contribution limit. Roth contribution percentages also count toward earning matching Employer Contributions from PASNAP.

PASNAP commits to partnering with a Financial Advisor to ensure that employees are receiving a quality fund line-up with options to include socially responsible companies. An investment advisor will be available to employees to evaluate their investments on a personal level.

Complete Plan documents are accessible via ADP.

ARTICLE 16. BENEFITS

Section 1. PASNAP agrees to continue to make available a High Deductible Health Plan (HD1- HCI), and pay the full premium. In the event such a plan is no longer offered, PASNAP agrees to provide and pay the premium for a comparable plan.

a. PASNAP will also provide annually a contribution to each full-time employee's HSA an amount equal to the deductible required by the plan

i. Part time employees will receive a contribution to their HSA equal to the deductible

ii. There is no contribution from PASNAP for the part-time HSA account for family coverage.

iii. Part time employees who want to elect other than individual coverage may do so and PASNAP will pay a prorated portion of the premium i.e. 50% of the premium for the 0.5 FTE employee.

b. In the event the deductible is not used during the plan year, at the at the beginning of next year it will roll over. PASNAP will make an annual contribution to each employee's HSA account based on the formula above. Employees may make individual contributions to their HSA accounts, and those contributions will not count against their replenishment contribution from PASNAP each year.

c. The HSA contribution for newly hired employees will be made after the employee has successfully completed probation. If employees have documented expenses that would be covered by the deductible, they may submit such expenses on expense reports and the amount will be deducted from their HSA when it is established.

d. Family coverage is limited to employees with spouses and children, including legally adopted children.

e. In the fall of each year PASNAP will hold an "open enrollment" period of no less than 30 days where employees may join or change their health plan choices. This will close on December 10th each year. Employees shall receive notice of this open enrollment period at least 30 days in advance.

f. Employees who choose to be covered under a non-PASNAP health plan may be compensated for the difference in cost to the employee between the PASNAP plan and the non-PASNAP plan up to \$6,600 per year.

g. Employees may continue their health coverage, at their own expense, for up to one (1) year if they are laid off, and for up to six (6) months upon a voluntary resignation. Employees electing such continued coverage shall pay to PASNAP for the insurance no later than the 5th day of each month.

Section 2. Dental coverage. PASNAP agrees to provide full time employees a total of one thousand five hundred (\$1,500) dollars per calendar year for each employee, or an annual total of three thousand dollars (\$3,000) for the employee and family. Part time employees shall receive a prorated amount according to FTE status.

Section 3. PASNAP agrees to continue the existing short term and long term disability plans and life insurance plan, or comparable plans, at the benefit levels now in effect. The current benefit levels are:

a. Life, Accidental Death and Dismemberment: Benefit at two times annual earnings, maximum \$200,000.

b. Short Term Disability: 60% of weekly salary, maximum \$1000 per week, maximum benefit 26 weeks.

c. Long Term disability: If STD is exhausted, 60% monthly salary, maximum of \$10,000 per month.

Section 4. Complete Plan documents are accessible via ADP.

ARTICLE 17. VACATION

Section 1. Full time employees shall accrue the following amounts of vacation, part time & non-exempt employees shall accrue a prorated amount of vacation according to hours worked:

Exempt Employees

0 - 10 years 22 days/176 hours per year (1.84 days/14.72 hours per month)
10 + years 25 days/200 hours per year (2.08 days/16.64 hours per month)

Non-Exempt Employees

0-10 years 17 days/136 hours per year (1.41 days/11.33 hours per month)
10+ years 20 days/160 hours per year (1.66 days/13.33 hours per month)

Section 2. All employees shall receive vacation strictly on an accrual basis and may not use vacation which has not previously been accrued.

Section 3. The maximum vacation accrual an employee may carry over at the end of the fiscal year is twice their annual accrual. Employees are expected to use their vacation annually; upon notice to the employee's supervisor, they may forgo scheduling vacation in anticipation of a scheduled FMLA for which sick time would not be available or applicable. Employees may cash out up to one week of vacation leave time each year. Starting January 2025, employees can only carry over up to 5 days per year of unused vacation time until reaching the maximum carry over accrual. Current Employees' accrued vacation time as of January 2025 will not be affected.

Section 4. Vacations are approved paid time off where staff members are duty free. Vacation requests of more than three (3) days must be made with at least two weeks notice. Such requests shall be made to the employee's immediate supervisor; potentially conflicting vacation requests will be granted on the basis of seniority and the ability of the union to provide sufficient coverage during the time in question. PASNAP management will provide adequate coverage for staff vacation without disruption of essential support for members represented by that staff member. Management must respond to PTO requests within seven (7) days from the date the request was made.

Section 5. The staff member may request at their discretion a meeting with their immediate supervisor to clarify the procedure for coverage prior to their vacation.

Section 6. Requests for PTO shall not be unreasonably denied. PSU members will not have their pre-approved vacation revoked.

ARTICLE 18. HOLIDAYS

Section 1. Full time employees shall have the following eleven (11) days shall be recognized as Holidays: New Year's Eve Day, January 1 (New Year's Day) Martin Luther King Jr. Day, Memorial Day, Independence Day, Juneteenth, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day. In the event that a

recognized holiday falls on a Saturday or Sunday, it will be observed on the previous Friday or following Monday.

- a. Part time employees shall have six (6) days recognized as Holidays- which may be used for any of the Holidays listed above on a day that they are working.

Section 2. An employee who works any of these days, shall receive a compensatory day off, which must be taken within 90 days.

Section 3. In addition to the aforementioned holidays, full time employees shall receive four (4) personal holidays, part time employees shall receive a pro-rated number of personal holidays according to their FTE status.

Section 4. Holidays, including personal holidays, may not be cashed out.

ARTICLE 19. SICK TIME

Full time employees shall accrue 1.25 sick days (10 hours) per month, part time employees shall accrue prorated sick time according to their FTE status. Upon request, proof of illness may be required to be eligible for sick leave payment. Unused sick days will be banked and carried over.

Sick time cannot be cashed out. Starting January 2025, sick time will be limited to 130 days (1040 hours) of maximum accrued time. No current employee will lose any accrued sick time beyond the 130 days when the cap takes effect, but they will stop accruing if they are above the cap.

ARTICLE 20. LEAVE OF ABSENCE

Section 1. Bereavement Leave. In the event of the death of an employee's immediate family member, the employee shall receive one work week time off with pay. "Immediate family members" shall include the following:

- a. Spouse (for the purposes of Article 19, "spouse" will be understood to include spouses, domestic partners, and partners in a civil union);
- b. Parent (including natural, foster or step-parents)
- c. Child (including natural, foster or step-child, and including perinatal loss), and
- d. Same relatives of the employee's spouse.
 - i. In the event of the death of an employee's siblings or grandparents or those of his/her spouse, the employee shall receive three work days paid leave.

- ii. At the discretion of the employee's direct supervisor, the employee shall receive one day off with pay in the event of a death not covered by the categories above. Requests will not be unreasonably denied.
- iii. In the event that an extension is needed, the staff member can access vacation or sick time to extend their bereavement leave.

Section 2. Leave Donation Pursuant to IRS Rev. Rule 90-29, 1990-1 C.B. 11, employees who are experiencing a personal or family medical emergency or suffering the loss of a spouse or child may participate in a leave donation program to provide compensation through the use of donated leave credits. A "medical emergency" is defined as a medical condition of the employee or family member of the employee that would require the prolonged absence of the employee from duty and would result in a substantial loss of income to the employee due to the employee's exhaustion of their leave credits.

- a. Vacation donation shall be unlimited. Sick time donations shall be limited to 10 days (forty hours).

The following conditions apply:

- i. An employee may donate earned leave credits to a "sick leave bank" established for employees absent from work who have requested to access such a "bank" or on whose behalf a co-worker or the Union has requested to access such a "bank."
 - ii. Earned vacation, holiday or sick leave credits may be donated. Donations must be made in either half-day (4 hours) or full-day (8 hours) increments.
 - iii. The absent employee's leave credits must be exhausted prior to their use of donated leave credits.
 - iv. The absent employee must be absent due to a non-occupational personal illness or disability or to care for an ill or disabled legally dependent family member. The employee shall submit medical documentation satisfactory to PASNAP.
 - v. The donating employee must retain a minimum of a total of 10 days earned accruals after the donation is complete.
- b. Except as otherwise provided in this section, the use of donated leave by the absent employee will be recognized by PASNAP as if the leave credits had been earned by the absent employee.
 - c. The absent employee shall not earn or accrue leave credits while using donated leave.
 - d. PASNAP will maintain the confidentiality of the donor's identity unless otherwise instructed by the donor.
 - e. Medical documentation shall be verified and the eligibility requirements reviewed by the Personnel Director or his/her designee.

Section 3. Family Medical and Parental Leave

- a. All employees shall be covered by the Family and Medical Leave Act. In addition, PASNAP recognizes the importance of family care and gendered labor, PASNAP agrees to permit employees who are new parents, via adoption or pregnancy, regardless of gender of the parent, to take a parental leave of up to six months. This leave can commence upon the onset of medical disability in the case of pregnancy, or at the time of taking custody of an adopted child. Special circumstances requiring leave prior to taking custody will be honored.
- b. Birth mothers using parental leave shall apply for short term disability and *may* use their sick time to complement benefit amounts to receive 100% of full pay. After use of available short term disability, the employee may use any or all accrued sick, vacation and personal time to extend the paid portion of the leave. Vacation and sick time continue to accrue while on a paid leave, including that part of the leave which is covered by disability.
- c. Employees other than birth mothers may use any and all accrued sick, vacation and personal time to extend the paid portion of the leave.
- d. PASNAP will hold the position of employees taking parental leave for a total of six months. For any part of that six-month leave that is not covered by paid benefit time or the requirements of the FMLA, PASNAP will continue health insurance for the member or family, provided they contribute 50% of the premium. Those utilizing such leave will return to their position at PASNAP without losing seniority.
- e. Flexible work arrangements will be considered during the leave period should an employee wish to return initially at a lower than full-time status.
- f. Employees will be able to donate accrued vacation time to an individual who is on parental leave.
- g. Notice of parental leave will be given with appropriate time to make arrangements for staffing coverage. PASNAP will provide access to a Dependent Care Reimbursement account.
- h. An employee who lacks enough sick, vacation, or personal days available for 12 weeks of paid parental leave may still take up to 12 weeks of paid parental leave, during which the employee's time off banks of sick and vacation time will go into a negative balance. Upon return, they will resume accruing time as per this agreement and such accrual will be used to repay the negative balance first.
- i. If an employee leaves prior to repaying their negative balance they will repay PASNAP the outstanding balance with vacation and sick time. Repayment of the negative balance, if required, must be made prior to the final day of employment, or shall be deducted from the employee's final paycheck or any other separation payments (i.e. vacation payout). Employees will sign individual acknowledgements reflecting these terms prior to utilizing this benefit.
 - a. Personal days will not be used for paying back the negative balance.

Section 4. Civil Leave. An employee is entitled to paid time off to leave for service as a juror or witness in Federal or state court. In order to receive this benefit, employees must turn in their payment from the court.

Section 5. Family and Medical Leave

- a. This article applies to all eligible PASNAP employees in accordance with the requirements of the Family Medical Leave Act.
- b. Employee Eligibility To be eligible for FMLA leave, an employee must:
 - i. Have worked for PASNAP for at least 12 months.
 - ii. Have completed at least 1,250 service hours during the 12-month period immediately preceding the leave.
- c. Eligible employees are entitled to:
 - i. Up to 12 workweeks of unpaid leave in a 12-month period for:
 - 1. The birth of a child and care for the newborn child within one year of birth.
 - 2. The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement.
 - 3. To care for the employee's spouse, child, or parent with a serious health condition.
 - 4. A serious health condition that makes the employee unable to perform the essential functions of his or her job.
 - 5. Any qualifying exigency arising from the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty."
 - 6. Up to 26 workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).
- d. Calculating the 12-Month Period The 12-month period for FMLA leave is calculated using the "rolling" 12-month period measured backward from the date an employee uses any FMLA leave.
- e. Maintenance of Health Benefits During FMLA leave, the employee's health coverage under any group health plan will be maintained on the

same terms as if the employee had continued to work. Employees are responsible for paying their portion of the health insurance premiums while on leave.

- f. Job Restoration Upon return from FMLA leave, an employee is entitled to be restored to their original job. If there are no equivalent positions available, then PASNAP must offer any vacant position that the employee is qualified to perform, even if it is a lower level to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.
- g. Employee Responsibilities
 - i. Notice Requirements: Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. If 30 days' notice is not practicable, notice must be given as soon as possible and practicable under the circumstances.
 - h. Certification Employees must provide sufficient information for PASNAP to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave.
 - i. Employees may be required to provide a certification and periodic recertification supporting the need for leave as per the FMLA regulations
 - ii. Employer Responsibilities PASNAP will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required and the employee's rights and responsibilities.
 - iii. If they are not eligible, PASNAP will provide a reason for the ineligibility.
 - i. Maintenance of Records PASNAP will maintain records in accordance with the FMLA regulations, including documentation of leave taken, notices, and certifications.
 - j. Interference and Retaliation PASNAP will not interfere with, restrain, or deny exercising any right provided under the FMLA. PASNAP will not discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to FMLA.

ARTICLE 21. WAGES

Section 1. Administrative Staff/Support Staff

a. Effective upon ratification of the agreement, the following hourly rate structure shall apply to the position of Administrative Assistant.

Admin	Jul-24	Jul-25	Jul-26
0-3	24.37	25.34	26.36
4-7	25.19	26.20	27.25
8-11	25.92	26.96	28.04
12+	26.67	27.74	28.85

b. Effective upon ratification of the agreement, the following hourly rate structure shall apply to the position of Membership Coordinator.

Member. Coordinator	Jul-24	Jul-25	Jul-26
0-3	\$28.48	\$29.62	\$30.80
4-7	\$29.17	\$30.34	\$31.55
8-11	\$29.31	\$30.48	\$31.70
12+	\$29.74	\$30.93	\$32.17

c. Effective upon ratification of the agreement, the following hourly rate structure shall apply to the position of Accounting Clerk. Part time employees will be prorated according to FTE status.

Accounting	Jul-24	Jul-25	Jul-26
0-3	\$28.82	\$29.97	\$31.17
4-7	\$30.14	\$31.35	\$32.60
8-11	\$30.87	\$32.10	\$33.39
12+	\$31.62	\$32.88	\$34.20

d. Effective upon ratification of the agreement, the following hourly rate structure shall apply to the position of Membership Coordinator II.

Membership Coordinator II	Jul-24	Jul-25	Jul-26
0-3	\$31.62	\$32.88	\$34.20

4-7	\$32.09	\$33.38	\$34.71
8-11	\$32.58	\$33.88	\$35.23
12+	\$33.06	\$34.39	\$35.76

Section 2. Staff Representatives, Organizers, Political Organizer, Communication Specialist, Strategic Researcher (Exempt)

a. Effective upon ratification of the agreement, the following wage scale will apply to all newly hired staff employees in the above referenced job titles. Part time employees will be prorated according to FTE status.-

Rep/Organizer	Jul-24	Jul-25	Jul-26
Start	\$80,377.09	\$83,592.17	\$86,935.86
1	\$82,673.57	\$85,980.52	\$89,419.74
2	\$84,970.06	\$88,368.86	\$91,903.62
3	\$88,414.79	\$91,951.38	\$95,629.44
4	\$91,767.67	\$95,438.37	\$99,255.91
7	\$96,452.50	\$100,310.60	\$104,323.03
10	\$101,045.47	\$105,087.29	\$109,290.79
12	\$104,003.38	\$108,163.52	\$112,490.06
15	\$110,365.63	\$114,780.26	\$119,371.47
20	\$121,402.20	\$126,258.28	\$131,308.61
25	\$130,777.75	\$136,008.86	\$141,449.22

b. Newly hired employees, at the discretion of the management team when offered their position, may be credited for prior work experience (organizing, general representative work, time as a shop steward, service on the negotiation team and/or service on the executive board and/or state board) through placement on the wage scale above the start rate. When given advanced placement, they shall follow section 4 below. No member shall be unreasonably denied credit for prior experience.

i. Any dispute shall be discussed with the PSU and employee based on past practice of the current structure.

c. PASNAP members who are hired into a staff position shall be placed on the wage scale according to experience or slotted into the year where the salary is closest to their base hourly wage, whichever is closer

Section 3. Digital Communications Specialist (Exempt)

a. Effective upon ratification of this agreement the following wage scale will apply to all employees with the title Digital Communications Specialist. Part time employees will be prorated according to FTE status.

Digital Communicati ons, Social Media & Video Editing	July 1 2024	July 1 2025	July 1 2026
0-2	\$61,000.00	63,440.00	65,977.60
3-6	\$71,000.00	73,840.00	76,793.60
7-11	\$81,000.00	84,240.00	87,609.60
12+	\$91,000.00	94,640.00	98,425.60

§Section 4. Staff representatives or organizers who are or become attorneys, shall receive a \$2,000 bonus annually beginning with their second year of service at PASNAP.

Section 5. All employees including new hires shall move to the next step on the wage scale, according to years of service on July 1st of each year. New employees will be provided their credited years of service upon hire. All current employees credited years of service are listed in Appendix "B" of this agreement.

ARTICLE 22. TUITION/EDUCATIONAL REIMBURSEMENT

Section 1. Tuition/Educational reimbursement is available to full-time employees. PASNAP will advance employees one-half the cost of tuition, books and fees for a college course in a related study or a course leading to a degree that is professionally related to the employee's current position with PASNAP. At the successful completion of the course and upon proof of a passing grade, PASNAP will reimburse the other half of the costs of tuition, books and fees. The maximum amount for each fiscal year (July 1 through June 30) shall be \$3000 per employee.

Section 2. Upon request, PASNAP may fund all or part of work-related courses, workshops and conferences which PASNAP determines to be of value to the professional growth of the employee. An annual budget of \$12,000 will be set aside for such training, which may be increased at the request of PSU with Executive Board approval. Requests shall be made to and be approved by the Executive Directors, and days or hours used in such education shall be considered work days. At minimum, PASNAP will approve one conference every two years.

Section 3. Employees Receiving Funds under Section 1 of this Article agree to continue employment with PASNAP for a period of one (1) year following receipt of the reimbursement. In the event that the employee resigns prior to the completion of the one-

year period, the employee will be obligated to return a prorated portion of the funds received.

ARTICLE 23. TELEPHONE AND ELECTRONIC EQUIPMENT PROCEDURES

Section 1. Employees are permitted to use office and mobile telephones for personal use provided that such use is done on a reasonable basis. Staff representatives and organizers will be issued cell phones.

Section 2. PASNAP issued cell phones are expected to be used for all union business, and are issued at no cost to staff; staff may be charged for repairs or replacement if it is determined that the telephone or other electronic equipment (computers, printers, etc) failed as a result of negligence or abuse of the staff. They may be used for personal use. PASNAP will not reimburse for use of personal cell phones.

Section 3. All PSU members who work in the field will receive a work issued laptop. This will include Windows or MacOS based platforms at the preference of employee. Each laptop will be serviced and maintained by the employer. All laptops will be replaced when needed to ensure optimal performance of the equipment. PASNAP will ensure that laptops are operating with up-to-date software and networks.

ARTICLE 24. MEAL/HOTEL/TRAVEL REIMBURSEMENT

Section 1. Meals. Should a daily assignment require an employee to travel 150 miles or more round trip from the office where the staff person works, the maximum daily meal reimbursement shall be \$75 per day (including tips). Receipts shall be provided. PSU members will also receive the same meal reimbursement for PASNAP's annual House of Delegates, regardless of distance if the meal is not provided.

Section 2. Hotel. Should a daily assignment require an employee to travel 200 miles or more round trip from the office where the staff person works, such employee may stay overnight at a hotel at a cost not to exceed \$200 per night. Authorization from the staff person's supervisor shall be required for amounts over \$200. Staff agree to attempt to find clean and safe hotel accommodations as economically as possible. PASNAP will arrange direct billing where needed for extended or repetitive hotel accommodations.

Section 3. Travel. Employees shall be reimbursed the IRS-directed amount for mileage in accordance with PASNAP policy. For transporting materials to a PASNAP local action, including but not limited to info pickets, rallies, press events, and strikes, PASNAP will either rent a U-haul (or similar transport) or reimburse PSU members for any damage to their cars not covered by insurance, including coverage for meeting car

insurance deductibles, up to \$1,000.

Expense reports must be completed in accordance with the standards of PASNAP policy and submitted within 90 days of the first expense listed on the report. Reimbursement of properly submitted expenses will occur within 15 days. Late expense reports will not be reimbursed, unless advance authorization is obtained from the employee's supervisor.

Section 4. Reimbursement for Parking Tickets

Should an employee receive a parking ticket in the course of their daily work assignment that ticket shall be covered in accordance with the expense reimbursement policy of PASNAP provided the request for reimbursements are submitted prior to the assessment of any additional penalties. Any additional penalties shall be paid by the employee. Employees may reimburse up to three parking tickets per calendar year. Should documentation of the reason for the ticket be requested by the employee's supervisor it shall be provided however reimbursement shall not be unreasonably withheld.

ARTICLE 25. TELECOMMUTING AND OFFICE REPORTING

Section 1. All full-time administrative staff are expected to observe PASNAP's regular office hours unless prior approval is obtained from their supervisor. Professional staff are required to work unusual and uneven amounts of both days and hours and it is understood that they may not always be present in their offices during normal working hours. Professional staff are expected to notify their supervisor of any flexed work schedules. Staff shall inform their supervisor of their off-site activities.

Section 2 Telecommuting from home is encouraged and requests to telecommute shall be submitted to the employee's direct supervisor for approval. Approval will be based on an assessment of the impact of the telecommuting proposal on operational needs and such approval will not be unreasonably denied.

Section 3 Employees may also be directed to telecommute. In all cases where telecommuting is approved or directed, PASNAP will provide the employee a laptop and, if necessary, a printer for the employee's home use. Home printers shall be returned to PASNAP if the employee subsequently returns to an in-office assignment.

ARTICLE 26. HOURS OF WORK

Section 1. The Employer acknowledges the need for the Employees to use their best discretion to create a work life balance with their working hours. Employees shall not be expected to perform working duties outside of reasonable working hours. Staff shall not be expected to answer work-related communication during approved PTO. Management shall support PSU members in any and all efforts to set boundaries with the membership.

Section 2. For non-exempt employees, PASNAP will ensure compliance with the Fair Labor Standards Act (FLSA) and other relevant labor laws.

- a. The standard workweek for non-exempt employees at PASNAP consists of 40 hours, typically over five days, Monday through Friday. The standard workday is eight hours, not including unpaid meal breaks.
- b. Employees will be notified in writing of their work schedules. Work schedules are determined by department supervisors and are subject to change based on operational needs. Changes in work schedules will be notified in writing to employees thirty (30) days before implementation.
- c. Non-exempt employees are entitled to a 30-minute unpaid meal break for working more than four-hour shifts. Employees will be compensated if their meal break is interrupted.
- d. Employees are also entitled to one paid 15-minute break for every four hours worked. If an employee is scheduled to work 8 hours or more, the 15-minute breaks may be combined to take a 30-minute paid break. Employees may combine their breaks to create a one-hour lunch, thirty (30) minutes of which will remain unpaid.
- e. Non-exempt employees are eligible for overtime pay for hours worked more than 40 hours in a workweek. Overtime hours are compensated at one and one-half times the employee's regular rate of pay. Employees will notify their supervisor in advance about working overtime.
- f. When work is required on a PASNAP Holiday, non-exempt employees will be paid at one and one-half times the employee's regular rate of pay.
- g. Non-exempt employees required to work on weekends shall be eligible for overtime pay if this results in the employee working more than 40 hours in a work week.
- h. Timekeeping Procedures. Non-exempt employees must accurately record their hours worked, including start and end times for each workday, meal breaks, and any overtime. Within thirty (30) days of ratification, management shall meet with PSU to discuss timekeeping mechanisms and their implementation.
- i. Timekeeping records must be submitted weekly and approved by the employee's supervisor.
- j. Falsifying time records or performing unauthorized overtime may result in disciplinary action, in accordance with Article 14, Discipline and Discharge.
- k. Regular attendance and punctuality are expected of all non-exempt employees. Employees should notify their supervisor, via phone call, email or text, if they cannot

report to work or will be late. Excessive absenteeism or tardiness may result in disciplinary action, in accordance with Article 14, Discipline and Discharge.

1. Flex Schedule and Alternative Work Schedules

- i. Flex schedule arrangements will be available to non-exempt employees for their personal or professional needs with supervisor approval, provided business operations are not disrupted. Such arrangements shall not be unreasonably denied.
- ii. Flex schedules must be scheduled in advance, whenever possible, and documented accordingly.
- iii. Other alternative work schedules, such as compressed workweeks or staggered shifts, may be implemented based on operational needs and with mutual agreement between the employee and supervisor.

m. Non-exempt employees shall be paid their rate in accordance with Article 21.

Section 3. The regular workweek for exempt employees is 40 hours per week, Monday - Friday. However, exempt employees are expected to work the hours necessary to fulfill their responsibilities, which may exceed 40 hours per week.

- a. Exempt employees' work schedules are flexible, allowing them to manage their time to meet the demands of their roles. Exempt employees may "flex" their work hours to meet personal and professional obligations, provided their work responsibilities are fulfilled.
- b. Exempt employees are encouraged to take regular breaks and a meal during the workday to maintain productivity and well-being. Meal periods and breaks are not scheduled or recorded.
- c. Exempt employees should notify their supervisor if they cannot work on a scheduled day.

ARTICLE 27. WORKPLACE SAFETY

Section 1. Management acknowledges that it has the sole responsibility to provide a safe workplace and is committed to providing a safe work environment. The Union and its members agree to cooperate to achieve such a workplace. Issues regarding safety and health will be brought to the Labor Management Committee.

Section 2. Both parties shall identify and begin to implement strategies as well as building and office space updates to address safety concerns.

Section 3. No employee shall be required against the employee's will to work under conditions unreasonably endangering the employee's life or safety in pursuit of the employee's normal work assignment.

Section 4. The Employer and the Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled. It is therefore agreed that workplace bullying and workplace violence are inappropriate and unacceptable.

ARTICLE 28. TERM OF AGREEMENT AND RENEWAL

This agreement shall remain in full force and effect from the date of execution thereof through June 30, 2027. The Agreement shall automatically be renewed from year to year thereafter unless either party shall give to the other party written notice of its desire to terminate, modify or amend this agreement. Such notice shall be given to the other party in writing by electronic mail no later than 60 days from the date of expiration.

SIDE LETTER A- REGARDING DIVERSITY IN HIRING

PASNAP and PSU agree that the goal of soliciting, interviewing, and successfully recruiting a diversity of colleagues is a shared goal and responsibility that will strengthen our organizations.

To that end, both parties agree that the following process will be generally followed when PASNAP jobs are posted.:

- 1) The job title and job description will be sent out internally to PASNAP staff to encourage candidate referrals from professional networks, community organizations, and PASNAP membership.
- 2) The job opening will be posted on PASNAP.com and shared with organizations (listed in attached checklist) that work on racial justice issues to share with their members and colleagues.
- 3) Local career centers and alumni networks of historically black colleges and universities (HBCUs), namely Cheyney University and Lincoln University, will be notified of all PASNAP job postings.
- 4) Every month the position remains open, the PASNAP Staff Union, if requested, will be notified of the total number of applicants, interviews held, job offers made, and the applicants' respective demographics if known or disclosed.
- 5) PASNAP management agrees to utilize the attached Diversity Hiring Checklist for each job posting to assist in making the best attempt to find and attract candidates of color.

Diversity Hiring Checklist

This checklist is not meant to be exhaustive.

Finding Candidates

- Solicit staff for referrals for diverse candidates from professional networks, community organizations, and PASNAP membership
- Make a reasonable effort to send postings to organizations that work on racial justice issues and/or serve diverse populations to share with their members and colleagues.
- Send postings to historically black colleges and universities (HBCU) career centers and alumni associations (Cheyney U. Alumni and Cheyney U. career center, Lincoln U. Career center)

Job Posting Details

- Posting encourages candidates of all backgrounds to apply and states that PASNAP is an equal opportunity employer
- Posting includes details of salary and benefits with job description
- Posting emphasizes that rank and file organizing experience will be valued
- Posting emphasizes experience and skills over academic or professional degrees (if possible)
- Posting describes opportunities for training and mentorship (PASNAP Education Committee, etc.)

SIDE LETTER B - YEARS OF EXPERIENCE CREDITED

Staff	DOH	Years
Mary Adamson	April 2024	26
Nick Alpers	1/2/2019	15
Karen Arms	6/4/2018	17
Yoel Bitran	2/1/2023	10
Anthony Downing	3/7/2022	8
Nick Evangelista	6/1/2021	4
Ryan Finley	9/10/2018	7
Sean Gavin	8/15/2022	13
Megan Gorman	6/8/2020	16
Nafis Hasan	6/15/2021	3
Alicia Kelly	3/29/2021	3
Kyle Kintsche	7/1/2022	6
Elizabeth Laycak	12/6/2021	10
Alex Lotorto	9/4/2018	8
Delores McFadden	12/11/2023	2
Joe Moyer	7/16/2019	10
Richard Myers	6/17/2019	7
Katelynn Royston	11/1/2021	5
Amanda Shimko	5/8/2023	8
Haley Showell	5/15/2023	10
Fred Steiniger	6/22/2021	28
Stephanie Summers	3/21/2022	17
Ian Woolverton	Jul '23	11
Casy Zorzi	3/18/2019	9

Maurice May

On behalf of PASNAP

[Signature]

on behalf of PSU

Date: *3/20/25*

Date: 4/17/2025

Side Letter

ALL WAGES WILL BE RETROACTIVE TO JULY 18, 2024 FOLLOWING THE PASNAP EXECUTIVE BOARD RATIFICATION ON SEPTEMBER 19, 2024. ALEX LOTORTO WILL BE GIVEN RETRO PAY FROM JULY 18 TILL HIS LAST DAY AT PASNAP; HIS VACATION CASH OUT WILL REFLECT HIS NEW WAGES IN EFFECT FROM JULY 18.

SIDE LETTER FOR DELORES McFADDEN

To settle the ongoing negotiations over "Telecommuting," PASNAP proposes to maintain the current language in the contract but offers the following consideration for Membership Coordinator Delores McFadden.

- 1) Upon completing the "Delco office" Delores will be assigned the "Delco office" as her home office.
- 2) Starting the week of 9/2/24, Delores will be offered the opportunity to work from home one day a week. She will bank 1 work from home day from the week of 8/26/24. If at any time the employer or employee wants to extend work from home days, PSU and PASNAP will meet and discuss the issue.

This side-letter agreement is non-precedential and in no way affects the operation of and the managerial rights inherent in the current contract language regarding telecommuting, as set forth in Articles 4 and 25 of the Parties' Collective Bargaining Agreement.

This agreement is made and entered into by and between the Pennsylvania Association of Staff Nurses and Allied Professionals (PASNAP) and PASNAP Staff Union (PSU), an affiliate of the Washington-Baltimore Newspaper Guild Local 32035 ("PSU") for the purpose of modifying the Collective Bargaining agreement to comply with existing practices regarding vacations for Probationary Employees and Recognition.


1. Vacation

Newly hired Staff may use unearned vacation during their probationary period, -Staff who resign within their probationary period and have used more vacation than they accrued shall have it withheld from their final paycheck. After their probationary period, staff must have entered all vacation time they used into ADP.

2. Recognition

Both PSU and PASNAP agree that the "Education Specialist" position is recognized as a bargaining unit position and has all rights under the Collective Bargaining Agreement (CBA).

Maureen May
3/20/25


4/17/2025